

**DRAFT****Date****Address block****Re: Club Benson & Hedges 1996**

The following Letter Agreement, when signed by both parties, shall constitute the full and complete agreement between [venue name] ("Presenter") and John Schreiber Group, Inc. and Festival Productions, Inc. ("Producers"), relating to certain musical performances [??presented for ??] Philip Morris, Inc. ("Sponsor") as part of Club Benson & Hedges ("Program"). It is understood and agreed as follows that:

1. Presenter must have successfully executed concert and special event promotions in the past.
2. Presenter must present in a venue (or have access to a venue) with a capacity of not less than 500 seats.
3. [Presenter and Producer shall mutually agree upon the date(s) of the Program performance(s).] Producers shall deliver the attraction, determine the date of attraction's presentation, control billing of attraction and ticket price(s) to be charged for the event.
4. Producers shall have approval of the type of tickets to be sold and method of selling tickets to the public.
5. Presenter agrees to provide the Producers with thirty (30) complimentary tickets for each performance. Producers have the right to purchase, prior to public sale, a maximum of [# TBD] additional tickets to each event for reserved or front seating.
6. Presenter is entitled to all net ticket revenue generated by each event, with the sole exception of charitable contributions, if and when requested by Producers. At the request of Producers, a maximum of one dollar of the net revenue from each ticket sold for each event will be contributed to a charitable organization selected by Sponsor.

Tel. 212.977.1100 Fax. 212.977.1106

Philip Morris Venue Contract
Date
Page 2

DRAFT

7. Upon the completion of each show, Presenter will deliver to Producers an accounting of ticket revenues received in connection with the event.
8. Presenter guarantees Club Benson & Hedges exclusive stage signage on the date of the Program event(s).
9. Presenter shall remove or temporarily cover any permanent competing tobacco signage in the venue during the Program engagement.
10. Presenter shall hang Club Benson & Hedges signage on stage in concert venue and in other mutually agreeable locations, to be provided by Producers or Sponsor personnel.
11. Presenter shall allow for the use of a lighting designer and lighting package.
12. Presenter shall display Club Benson & Hedges brochures, counter cards and posters in mutually agreeable locations.
banners
13. Presenter shall use Benson & Hedges plastic cups, ashtrays, napkins and swizzle sticks and agrees to allow Benson & Hedges to sample cigarettes on premises. [what about requiring exclusive pack sale and incentive distribution rights throughout the event?]
14. Presenter shall arrange security for Sponsor's materials and equipment at [venue name] and agrees that same may not be modified, moved or removed without the permission of Producers or Sponsor. [?? Producer will reimburse expenses approved in advance by Producer in connection with the safe and secure storage of the materials and equipment??]
15. Presenter intends to provide the best possible atmosphere and environment for the [events] and will use best efforts to accomplish this end.
16. Presenter will be responsible for all costs related to the concert, including, but not limited to: backline, sound, lights, staging, ushers, ticket takers, security, clean up, stage hands and stage equipment.
17. Producers shall support the concert with selected listings in Program brochure, certain paid advertising and public relations materials.

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Philip Morris Venue Contract
Date
Page 3

DRAFT

18. Presenter shall, in all of its advertising and promotion, make best efforts to refer to the event as part of Club Benson & Hedges.
19. Presenter shall make no comment to the media regarding the Program and refer such media inquiries to [need title of person from PM contract]
20. [?? Presenter shall provide a place for artist interview and media reception]
20. [?? Presenter will obtain all releases, licenses and other documents necessary for the performance of its duties under the Agreement and will advise Producers in advance of any additional charges or fees that will be incurred for obtaining releases, licenses and other documents required.]
21. Presenter shall hold the Producers and Sponsor harmless against any claims arising out of Presenter's involvement in the Program.
22. Within fifteen (15) days after execution of this Agreement, Presenter shall provide Producers with a copy of all necessary tobacco and alcohol licenses.
23. Within fifteen (15) days after execution of this Agreement, Presenter shall file with Producers and Sponsor policies or certificates of insurance, with Producers and Sponsor named additional insureds, and with insurers acceptable to Producers, evidencing coverage for:
 - a) comprehensive general liability coverage, including advertisers, contractual, participants, spectators' and host liquor liability with a combined single limit of no less than \$5,000,000 per occurrence for bodily injury, including personal injury and property damage;
 - b) statutory workers' compensation coverage meeting all state and local requirements, including coverage for employers liability with limits of no less than \$500,000; and
 - c) comprehensive automobile liability coverage for all owned, non-owned and hired vehicles with bodily injury limits of no less than \$1,000,000 per person, \$1,000,000 per accident, and property damage limits of no less than \$5,000,000 per accident.

The insurance certificates must state that Producers and Sponsor will be provided at least thirty days' advance, written notice of a cancellation or modification of the insurance. The insurance must be primary coverage without right of contribution from any other insurance. Insurance

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Philip Morris Venue Contract
Date
Page 4

DRAFT

maintained by Producers and Sponsor is for the exclusive benefit of policy holders and will not inure to the benefit of Presenter.

24. Presenter is aware of the provisions of Title 15, §§ 1331 *et seq.* of the United States Code. [must we spell out the provisions of this statute per our contract with PM?]

Please indicate your acceptance to this Letter Agreement by signing below the words "AGREED AND ACCEPTED" below.

Sincerely,

JOHN SCHREIBER GROUP, INC.
FESTIVAL PRODUCTIONS, INC.

AGREED AND ACCEPTED:
[VENUE NAME]

By: _____
John Schreiber

By: _____
[individual name]

Date: _____

Points from Patrick McNamara's large agreement:

- Should we include language about artist having access to load in, to conduct sound and lighting checks, access to pre-concert and post-concert interviews, a post-concert reception, equipment load-out and such other promotional activities related to the concert that we may require...
- Should we include language that specifies the quality of the venue and services i.e.: "Presenter agrees to provide at Presenter's expense on the date and at the time of the Concert all that is necessary for the proper presentation for the Concert at [venue], which venue will be well heated, lighted, clean and in good order, including, without limitation, stage curtains, public address system in perfect working condition including microphones in number and quality required, dressing rooms, all necessary electricians, stage hands and security personnel for the Concert and all lighting and sound checks, all licenses (including necessary liquor and musical performing rights licenses), as well as all lighting, sound, trusses, backline and other equipment and personnel required to produce the

2040577566

DRAFT

Philip Morris Venue Contract
Date
Page 5

Concert in accordance with this agreement and the Performance Rider provided by the musical artist....."

- Do we need to mention catering?
- Patrick has the following language regarding representations made by Presenter regarding the Sponsor: "Presenter shall not be required to endorse Sponsor or Sponsor's products. However, Presenter agrees that during the Term Presenter shall not denigrate Sponsor or Sponsor's products, or the tobacco industry in general. Failure to abide by the terms of this paragraph shall be deemed an incurable breach of this agreement..."
- Do we need to include "Force Majeure" paragraph? -- "If either Presenter or Producers are prevented or delayed in the performance of their obligations hereunder because of legitimate conditions beyond their control ("force majeure"), they shall not be liable for damages to the other party caused by such default or delay."
- Is it necessary to include an "Independent Contractor" paragraph? -- "Presenter and Producers are independent contractors, and this agreement does not create a joint venture or partnership."

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